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About this record

The file contains a typescript copy of the Koweit [Kuwait] Civil Air Agreement dated 23 May 1934, with the heading 'Amended to July 1940'.

The agreement consists of:

- Part I - air navigation regulations for civil aircraft made by Sheikh Sir Ahmad Al-Jabir As-Sabah [Aḥmad bin Jābir Āl Ṣabāḥ], Ruler of Koweit for the territory of Koweit;
- Part II - heads of agreement between the British Government and the Sheikh of Koweit (as amended in 1938, with subsequent amendments);
- Part III - conditions governing the use of the aerodrome at Koweit;
- Part IV - special authorisation for aircraft to land in and fly over Koweit;
- Part V - extract from Air Ministry notice to airmen (schedule I - landing fees; schedule II - housing fees);
- arrangements for use of aerodrome by military aircraft.



Amended to July, 1940.

India Office.
Pol. Dept. Memo. B. 434.

CONFIDENTIAL.

Koweit Civil Air Agreement.

PART I.

Air Navigation Regulations for Civil Aircraft made by
His Excellency Sheikh Sir Ahmad Al-Jabir As-Sabah, K.C.I.E.,
C.S.I., Ruler of Koweit, for the Territory of Koweit.

1. Aircraft shall not fly over or land in the territory of Koweit, except under a special authorisation issued by His Excellency the Sheikh.
2. Aircraft so authorised, when flying over or landing in the territory of Koweit, shall comply with the following general regulations in addition to such other supplementary conditions as may be specified in the authorisation.
- 3.-(i) The aircraft shall be registered and bear the prescribed nationality and registration marks painted on the aircraft in the prescribed manner.

(ii) The aircraft shall be certified as airworthy in the prescribed manner, and any terms or conditions on or subject to which the certificate of airworthiness was granted shall be duly complied with.

(iii) The personnel of the aircraft shall be of the prescribed number and description and shall be provided with the prescribed certificates of competency and licences.

(iv) There shall be carried in the aircraft the prescribed documents and journey log book kept up to date in the prescribed form and manner. In addition, if the aircraft carries passengers, there shall be carried a list of their names and, if it carries freight, bills of lading and manifest in respect thereof.

(v) In this regulation "prescribed" means prescribed by the law of the State on whose register the aircraft is entered.
4. The aircraft shall not use as a place of landing or departure any place other than the aerodrome at Koweit.
The published conditions governing the use of the Koweit aerodrome shall be observed.
5. The aircraft and the persons on board shall conform to such orders as may be lawfully given by any authorised person.
6. Personnel of the aircraft required to be provided with licences shall on demand produce their licences for the inspection of any authorised person.
The person in charge of the aircraft shall on demand by an authorised person produce any prescribed certificate, licence or log book relating to the aircraft and, if it carries passengers or freight, the list of names and the bills of lading and manifest respectively.
7. Any authorised person shall have the right of access at all reasonable times to any aircraft for the purpose of carrying out his powers and duties under these regulations.

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8. The aircraft shall comply with the Rules as to lights and signals and rules for air traffic prescribed in Annex D of the Convention for the Regulation of Aerial Navigation, dated 13th October 1919.

9. The aircraft shall comply in customs matters with the provisions of Annex ~~N~~ of the aforesaid Convention.

10. The aircraft and the persons on board shall immediately on arrival from abroad and prior to departure for abroad submit to the sanitary formalities prescribed by the Public Health Administration.

11. The time of the intended arrival from abroad and of departure for abroad from Koweit Aerodrome shall be notified beforehand to the Customs, Public Health and Police Administrations.

12. Persons on board aircraft shall be in possession of valid national passports to be produced on demand to any authorised person. Through passengers not breaking journey will not require transit visas. Passengers breaking journey or leaving the aerodrome will need visas for the State.

13. Subject to the provisions of these regulations, the laws and regulations for the time being in force in Koweit concerning the entry into and departure from Koweit of persons by sea and land and concerning the importation into and the exportation from Koweit of goods by sea or land shall apply equally and respectively to the entry and departure of persons, and the importation and exportation of goods, by air.

14.-(1) If an aircraft flies in contravention of or fails to comply with these regulations or any provision thereof or if in or in respect of the aircraft any act is committed which is or is deemed to be a contravention of these regulations or any provisions thereof, the pilot of the aircraft shall be deemed to have contravened these regulations.

(ii) If any person obstructs or impedes any authorised person in the exercise of his powers and duties under these regulations, such first-mentioned person shall be deemed to have acted in contravention of these regulations.

(iii) If any person contravenes or fails to comply with these regulations or any provision thereof, he shall be dealt with according to law.

15. The expression "authorised person" means any person authorised by His Excellency the Sheikh for any purpose in relation to these regulations.

Dated Koweit, the 23rd May 1934.

PART II.*

Confidential.

Heads of Agreement between His Majesty's Government in the United Kingdom and His Excellency the Sheikh of Koweit.
(As renewed in 1938, with subsequent amendments).

1. The Sheikh agrees to grant to His Majesty's Government exclusive rights to establish and maintain as his agents and subject to the provisions of this Agreement and of the Air Navigation/

* These Heads of Agreement between the Sheikh of Koweit and His Majesty's Government are confidential and are not for publication.



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Navigation Regulations for Civil Aircraft issued by him, an aerodrome or aerodromes and ancillary services within the Sheikh's territory, and to charge fees in respect of the use of the aerodrome or aerodromes and such ancillary services.

2. The Sheikh agrees that sole discretion as to the appointment of agents (a) to manage, and (b) to maintain the aerodrome or aerodromes on their behalf shall be vested in His Majesty's Government during the period of this Agreement. Such agents shall exercise supervision, in respect of such aerodrome or aerodromes, necessary for the carrying out of the Air Navigation Regulations, with the exception of air sanitary formalities, which will be exercised by the Quarantine Medical Officer, and of the passport and customs regulations, which will be exercised by the Passport and Customs officials respectively of the Sheikh.

3. Aircraft authorised by the Sheikh under the Air Navigation Regulations to fly in his territory shall be permitted to use the aerodrome or aerodromes subject to the conditions of this Agreement.

4. His Majesty's Government shall not grant without the consent of the Sheikh the use of the aerodrome or aerodromes to foreign aircraft.

5. All transactions and correspondence, whether by British or foreign companies or pilots, shall be conducted through the British Political Authorities.

6. The use of the aerodrome (or aerodromes) and facilities shall be subject to the conditions approved by the Sheikh set out in the Schedule attached to this Agreement, subject to such amendments as may from time to time be agreed.

7. The Sheikh agrees that His Majesty's Government may erect, maintain and operate, either directly or through agents appointed by them, a wireless transmitting and receiving and direction-finding station for the purpose of communicating with aircraft.

8. Aircraft authorised to fly over and land in the territory of the Sheikh shall be allowed to send and receive communications by wireless to and from such station.

9. The Sheikh agrees that His Majesty's Government directly or through their agents shall charge landing and housing fees and other charges at the rates specified in Schedules I and II to this Agreement as amended from time to time, and that in recognition of His Majesty's Government's expenditure on the aerodrome and of the consideration paid to the Sheikh under clause 16 below, His Majesty's Government shall for the period of this Agreement retain such fees and charges.

10. His Majesty's Government shall fix and post up in a prominent place at the aerodrome a scale of charges for attendance and facilities for aircraft and personnel using the aerodrome.

11. His Majesty's Government shall have the sole right to supply either directly or through their agents fuel and lubricants to users of the aerodrome at rates which shall be posted up in a prominent place on the aerodrome.

12. The Sheikh agrees to grant to His Majesty's Government or their appointed agents the right to send from and receive at any W/T station established and operated

under/



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under this Agreement wireless communications relating to aircraft and to levy and retain charges in respect of such communications.

13. The Sheikh agrees that His Majesty's Government or their appointed agents may levy and retain charges in respect of meteorological reports and messages specially obtained or sent by them in relation to aircraft.

14. The Sheikh agrees that His Majesty's Government may at their option arrange with users of the aerodrome for the payment by such users to them of a consolidated sum in respect of all charges, including landing and housing fees, arising in connection with their user of the said aerodrome.

15. The Sheikh agrees to exempt from customs or other duties petrol and oil imported by His Majesty's Government or their appointed agents for the purpose of refuelling aircraft, aircraft and spare parts therefor, aero-engines and parts therefor, wireless and D/F apparatus for the wireless and direction-finding station and spare parts therefor.

16. His Majesty's Government shall pay to the Sheikh in respect of the lease of the aerodrome, and for the privileges enumerated above, an inclusive annual rental of £500 for a period of seven years, and a further sum representing customs duty on petrol and oil retailed in Koweit by His Majesty's Government, or their agents, for the refuelling of aircraft other than those of the British Overseas Airways Corporation.

17. This Agreement shall be renewable at the option of His Majesty's Government with the concurrence of the Sheikh, at the conclusion of seven years from the date of signature, subject to such amendments as may be thought to be desirable by His Majesty's Government and the Sheikh.

Dated Koweit, the 23rd May 1938.

PART III.

Territory of Koweit.- Conditions laid down with the approval of the Sheikh to govern the use of the Aerodrome at Koweit.

1. Liability will not be accepted by the Sheikh or by His Majesty's Government, their servants or agents for loss or damage by accident, fire, flood, tempest, explosion or any other cause to aircraft, or for loss or damage from whatever cause arising to goods, mails, or other articles, or for loss or injury from whatever cause arising to passengers or other persons (including pilots, engineers or other personnel of aircraft) landing at, departing from or accommodated in or at the aerodrome (even if such loss, damage or injury is caused by or arises from negligence on the part of such servants or agents).

2. The fees payable in respect of landings and accommodation are as specified in the First Schedule hereto. Landing fees will be assessed according to the maximum permissible weight authorised by the certificate of airworthiness of the aircraft.

3. The landing fees do not include attendance or other services. (For these see Second Schedule attached below).

4. Supplies of fuel and lubricant for aircraft at the aerodrome must be obtained from the agents appointed to manage the aerodrome at the current rates posted up at the aerodrome.

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5. The foregoing fees and charges will be payable on demand.

6. Other services which may be required will be a matter for direct arrangement with the aerodrome authorities.

First Schedule.

See attached Air Ministry's Notice to Airmen, No.51/1932.

Second Schedule.

See attached Air Ministry's Notice to Airmen, No.51/1932.

Dated Koweit, 23rd May 1934.

PART IV.

Territory of Koweit.- Special Authorisation for Aircraft to land in and fly over Koweit.

1. The Sheikh of Koweit hereby authorises the flight within the limits of Koweit of the following aircraft of nationality:-

Registered owner.
Type of aircraft.
Registration mark.

2. This authorisation is limited to the period from to inclusive and is granted subject to the following conditions:-

- (i) The aircraft, their crews and passengers shall be liable to all the legal obligations which arise from general legislation, from customs and excise legislation and import and export regulations and any regulations which may be laid down for public safety as well as the air navigation regulations attached hereto.
- (ii) The aircraft shall not use as a place of landing or departure within Koweit any place other than the aerodrome at Koweit and the published conditions governing the use of the said aerodrome shall be observed.
- (iii) This authorisation or a certified true copy of it shall be carried in the aircraft and be produced on demand for the inspection of any authorised person.



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PART V.

Extract from Air Ministry Notice to Airmen.

Series, A, No.51 of the year 1932.

Schedule I. - Landing Fees.

| | | | | | | <u>Single Landing</u> | | |
|--|-----|-----|-----|-----|-----|-----------------------|---------|-----|
| Weight (as defined in paragraph 2)* | | | | | | Commercial | Private | |
| not exceeding | | | | | | £. s. d | £. s. d | |
| Lbs. | | | | | | | | |
| 1,200 | ... | ... | ... | ... | ... | 0 2 6 | 0 | 2 6 |
| 1,800 | ... | ... | ... | ... | ... | 0 5 0 | 0 | 3 6 |
| 2,200 | ... | ... | ... | ... | ... | 0 7 0 | 0 | 5 0 |
| 3,000 | ... | ... | ... | ... | ... | 0 9 0 | 0 | 7 0 |
| | | | | | | | | |
| | | | | | | £. s. d | | |
| 4,500 | ... | ... | ... | ... | ... | 0 12 6 | | |
| 7,000 | ... | ... | ... | ... | ... | 1 0 0 | | |
| 10,000 | ... | ... | ... | ... | ... | 1 5 0 | | |
| 15,000 | ... | ... | ... | ... | ... | 1 10 0 | | |
| 20,000 | ... | ... | ... | ... | ... | 1 15 0 | | |
| 25,000 | ... | ... | ... | ... | ... | 2 0 0 | | |
| 30,000 | ... | ... | ... | ... | ... | 2 5 0 | | |
| Over 30,000 lbs., add for each | | | | | | | | |
| additional 5,000 lbs. or part thereof .. | | | | | | 0 5 0 | | |

Schedule II.- Housing Fees.

| Area (as defined in paragraph 6)* | | | | | | Up to 24 hours | | |
|--|-----|-----|-----|-----|-----|--------------------------|--|--|
| not exceeding | | | | | | (Commercial and Private) | | |
| Sq. ft. | | | | | | £. s. d | | |
| 300 | ... | ... | ... | ... | ... | 0 2 6 | | |
| 500 | ... | ... | ... | ... | ... | 0 4 0 | | |
| 700 | ... | ... | ... | ... | ... | 0 5 6 | | |
| 1,000 | ... | ... | ... | ... | ... | 0 8 0 | | |
| 1,500 | ... | ... | ... | ... | ... | 0 12 0 | | |
| 2,000 | ... | ... | ... | ... | ... | 0 16 0 | | |
| 3,000 | ... | ... | ... | ... | ... | 1 5 0 | | |
| 4,000 | ... | ... | ... | ... | ... | 1 10 0 | | |
| 5,000 | ... | ... | ... | ... | ... | 1 15 0 | | |
| 6,000 | ... | ... | ... | ... | ... | 2 0 0 | | |
| 7,000 | ... | ... | ... | ... | ... | 2 5 0 | | |
| 8,000 | ... | ... | ... | ... | ... | 2 10 0 | | |
| 9,000 | ... | ... | ... | ... | ... | 2 15 0 | | |
| 10,000 | ... | ... | ... | ... | ... | 3 0 0 | | |
| 11,000 | ... | ... | ... | ... | ... | 3 5 0 | | |
| 12,000 | ... | ... | ... | ... | ... | 3 10 0 | | |
| Over 12,000 sq. ft., add for each | | | | | | | | |
| additional 1,00 sq. ft. or part thereof. | | | | | | 0 5 0 | | |

*Paragraphs 2 and 6 of the relevant Air Ministry Notice are as follows:-

"(2) Landing fees will be assessed according to the maximum permissible weight authorised by the Certificate of Airworthiness. Details of the charges are set out in Schedule I."

"(6) Housing fees will continue to be assessed on the basis of space occupied, i.e., the product of the span of the aircraft, as housed, and its maximum length. Details of the charges are set out in Schedule II."



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Confidential.

Arrangements for use of Aerodromes by Military Aircraft.*

Confidential Letter No. C.193 from Political Agent, Koweit, to His Excellency Sheikh Sir Ahmad al-Jabir as-Sabah, K.C.I.E., C.S.I., Ruler of Koweit, dated 23rd May 1934.

After compliments,

With reference to the Agreement signed by Your Excellency on the subject of the use of your aerodrome by civil aircraft, I have the honour to inform Your Excellency that His Majesty's Government expect that military aircraft belonging to or employed in the service of His Majesty's Government shall at all times as hitherto enjoy priority (when His Majesty's Government considers that circumstances require it) in the use of any aerodrome which may be established or maintained for civil aircraft, and of full facilities, without specific prior permission, and that use of such aerodrome shall be accorded free of charge.

Usual ending.

Translation of a Confidential Letter No.R.4/1518, dated the 12th Safar 1353, equivalent to 26th May 1934, from His Excellency the Ruler of Koweit to the Political Agent, Koweit.

After compliments,

With the hand of pleasure I have received your confidential letter No. C.193, dated the 9th inst. (23.5.34), and understood what it contained with regard to the military aeroplanes belonging to or used in the service of His Majesty's Government.

We always have pleasure in assisting in any matters that appertain to His Majesty's Government. The said military aeroplanes have, in the past, been using the aerodrome without ever being asked for anything in the way of fees, and the benzine which is imported and stored for their use is exempt from customs duty - all this in order to assist His Majesty's Government. We now confirm that they, the military aeroplanes, shall also enjoy priority in the use of any aerodrome, and without any prior permission or being charged anything.

We, however, should like to draw your attention to the fact that the Bahrein Government charges on account of the said aeroplanes an annual rental of £120 apart from the customs duty which it levies on benzine. We pray therefore that His Majesty's Government will very kindly put us on an equality with others in this respect.

Usual ending.

Draft Letter to His Excellency Sheikh Sir Ahmad al-Jabir as-Sabah, K.C.I.E., C.S.I., Ruler of Koweit.

I have the honour to refer to Your Excellency's letter No. R 4/1518 of 12th Safar 1353 (26th May 1934) to the Political Agent, Koweit, and note that Your Excellency confirms that the Royal Air Force aeroplanes shall enjoy priority in the use of any aerodrome, without prior permission, and without being charged anything. I am directed by His Majesty's Government to thank Your Excellency for this.

2. In the same letter Your Excellency draws attention to the fact that the Bahrein State are paid an annual rental of £120 in connection with Royal Air Force aeroplanes, and asks to be put on an equality with that State.

3./

*These letters are confidential and are not for publication. The Draft Letter to the Sheikh is still under consideration.



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3. His Majesty's Government have directed me to reply as follows: It is possible that Your Excellency has not appreciated the difference between conditions at Bahrein and Koweit. At Bahrein there are two aerodromes, one on Manamah Island, for which the Royal Air Force pay the £120 referred to, and which is a military aerodrome, established before the civil route was opened, and the other on Muharraq, which is used by civil and Royal Air Force aircraft, for which the same Agreement has been signed by His Excellency Sheikh Hamad as has been signed by you.

4. Moreover the £120 already referred to also includes the site for the Royal Air Force base, quarters for personnel, Rest House, &c., which is situated on Manamah.

5. At Koweit there is only one civil aerodrome, and no base. His Majesty's Government regret, therefore, that they cannot pay Your Excellency the £120 which is paid to Bahrein, and Your Excellency, in the light of the above facts, will doubtless see that conditions in the two States are materially different.